

**RIGHT OF ENTRY AGREEMENT
BETWEEN THE CITY OF NORTH BEND AND
SNOQUALMIE VALLEY YOUTH SOCCER ASSOCIATION**

This Right of Entry and Park Use Agreement ("Agreement") is entered into this ____ day of _____, 2011, between the City of North Bend, a Washington municipal corporation ("City"), and Snoqualmie Valley Youth Soccer Association, an unincorporated Washington non-profit association ("SVYSA").

WHEREAS, SVYSA desires to repair a soccer field at Torguson Park located within the City of North Bend ("Park"), at its sole cost; and

WHEREAS, City desires to allow SVYSA to make repairs to the soccer field at Torguson Park in order to provide improved recreational facilities for SVYSA and the general public;

NOW, THEREFORE, in consideration of the mutual benefits set forth in this Agreement, the City and SVYSA agree as follows:

1. Right of Entry Granted. City grants to SVYSA, its agents and contractors, a right of entry at the Park to repair the existing soccer field therein, and to undertake other activities only as set forth in this Agreement. A depiction of the Park area subject to this Agreement is attached hereto as Exhibit A ("Right of Entry Area").

2. Obligations and Warranties of SVYSA. At a time or times approved in advance by the City, SVYSA shall, at its sole cost and using its own resources and equipment, repair the existing soccer field located in the Right of Entry Area as soon as reasonably possible but not later than September 30, 2011. SVYSA warrants that no liens will be filed against the Park property as a result of its work at the Park. In the event of the filing of any such lien, SVYSA shall defend, indemnify, and hold harmless the City from all resulting costs and damages, including reasonable attorney and expert witness fees.

3. City's Responsibilities. City shall permit SVYSA to repair the soccer field at the Park, within the Right of Entry Area.

4. Term. The term of this Agreement is from the date of execution until the earlier of completion of the repair work to the soccer field in the Right of Entry Area to the City's reasonable satisfaction, or September 30, 2011.

5. No Compensation. The City shall not compensate SVYSA for any soccer field repairs made pursuant to and authorized by this Agreement. SVYSA shall not compensate the City for the right of entry or other consideration granted in this Agreement.

6. Independent Parties. Nothing in this Agreement shall be considered to create an employment relationship between City and SVYSA, or between City and any of SVYSA's employees, agents, or contractors. SVYSA shall be solely responsible for the performance and completion of all work under this Agreement, and City shall not be responsible or liable for any legal or other obligations of SVYSA arising from its duties under this Agreement.

7. Assignment and Subcontract. SVYSA shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

8. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

9. Indemnification. SVYSA agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, volunteers, or assigns from and against any and all claims, suits, actions, or liabilities, including attorneys' and expert witness fees, which may arise from or be occasioned by work performed pursuant to this Agreement by SVYSA or any of its employees, agents, or contractors, except for injury or damage resulting from the sole negligence of the City. To the extent that injury or damage is apportioned between SVYSA and the City, SVYSA's obligations under this section shall be limited to its proportion of such injury or damage.

10. Insurance.

A. SVYSA shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. A certificate of coverage as required by Paragraph A above shall be delivered to the City within fifteen (15) days of execution of this Agreement. No work in the Right of Entry Area shall be allowed prior to receipt of said certificate.

11. Termination. This Agreement may at any time be terminated by either party upon written notice to the other. If this Agreement is terminated by either party prior to completion of the work described in Section 2, SVYSA shall restore the Right of Entry Area to the City's satisfaction to the same condition as existed prior to commencement of work by SVYSA.

12. Notices. Notices to the City of North Bend shall be sent to the following address:

Duncan Wilson, City Administrator
City of North Bend
211 Main Avenue North
P.O. Box 896
North Bend, Washington 98045

Notices to SVYSA shall be sent to the following address:

SVYSA
c/o Bud Raisio
1080 SW 10th St
North Bend, WA 98045

13. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively laid in the Superior Court of King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees, expert witness fees, and costs of suit.

CITY OF NORTH BEND, WASHINGTON

SNOQUALMIE VALLEY YOUTH
SOCCER ASSOCIATION

By: _____
Kenneth G. Hearing, Mayor

By: _____

Date: _____

Date: _____

Attest/Authenticated:

Cheryl A. Proffitt, City Clerk